

*filed in open court 6/8/04*

**UNITED STATE DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

<u>FIDELITY AND GUARANTY</u>	)
<u>INSURANCE COMPANY,</u>	)
	)
Plaintiff,	)
	)
v.	)
	)
STAR EQUIPMENT CORPORATION,	)
CHARLENE B. FORAN, JOHN J. FORAN	)
and TOWN OF SEEKONK,	)
	)
<u>Defendants.</u>	)

Civil Action No.: 04-10250-EFH

**DEFENDANT STAR EQUIPMENT CORPORATION's  
ANSWER TO CROSSCLAIMS**

**COUNT 1  
(Breach of Contract)**

1. Defendant, Star Equipment Corp., is without knowledge or information to admit or deny the allegations contained in Paragraph 1 of the Defendant's, Seekonk, cross claims.

2. Admitted.

3. Admitted.

4. Admitted that original contract signed on June 24, 2003 between Star and Seekonk was for \$285,083.13, but defendants are without knowledge or information to admit or deny whether Star was the lowest contract bid of the bids submitted to Seekonk for the project.

4. Denied.

5. Admitted.

6. Admitted.

7. Admitted.

8. Defendant, Star Equipment Corp., is without knowledge or information to admit or deny the allegations contained in Paragraph 8 of the Defendant's, Seekonk, cross claims.

9. Admitted.

10. Defendant, Star Equipment Corp., is without knowledge or information to admit or deny the allegations contained in Paragraph 10 of the Defendant's, Seekonk, cross claims.

11. Denied.

12. Denied.

13. Denied.

14. Denied.

15. Denied.

16. Denied.

### **AFFIRMATIVE DEFENSES**

#### **FIRST AFFIRMATIVE DEFENSE**

The cross-claimant's claims are barred by the doctrine of estoppel because the cross-claimant's damages, if any, were caused by its own fraudulent misrepresentations and/or negligent misrepresentations, and/or intentional statements, and/or breach.

#### **SECOND AFFIRMATIVE DEFENSE**

The cross-claimant's claims are barred because the defendant is entitled to the equitable benefit of the doctrine of laches.


#### **THIRD AFFIRMATIVE DEFENSE**

The cross-claimant's claims are barred by the doctrine of unclean hands because the cross-claimant's damages, if any, were caused by its own fraudulent misrepresentations and/or negligent misrepresentations, and/or intentional statements, and/or breach

**JURY CLAIM**

Star Equipment Corp. demands a trial by jury as to all counts and causes of action.


Respectfully submitted,  
Star Equipment Corp.,  
By its attorney,



E. David Edge, BBO #655881  
Butterall & Greene, LLC  
2048 Washington Street  
Hanover, MA 02339  
(781) 681-7000

Dated: June 7, 2004

I certify that I presented a copy of this  
Answer by hand to Brad Carter, Attorney for Fidelity  
Guaranty Insurance Company and Andrew Brooklin,  
Attorney for Town of Seekonk, this 8th day of  
June 2004.

  
E. DAVID EDGE